

February 28, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO AGREEMENT NUMBER 68014 WITH NETWORK
TELEVISION TIME, INC. FOR PRODUCTION SERVICES FOR THE TELEVISED
MEETINGS OF THE BOARD OF SUPERVISORS (All DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign the Amendment to Agreement Number 68014 (Attachment A) with Network Television Time, Inc. to extend the term of the Agreement for six (6) months to provide the County with production services for the televised hearings and meetings of the Board of Supervisors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 7, 1995 the Board of Supervisors entered into Agreement Number 68014 with Network Television Time, Inc. to provide the County with production services for the videotaping of meetings and hearings of the Board of Supervisors for television broadcast. That contract expires on April 17, 2002.

Within the next year, the majority of the equipment used to televise the Board meetings must be replaced to conform to new digital standards established by the Federal Communications Commission (FCC). The FCC is requiring that commercial television stations produce a digital signal by May 2002; public and educational stations are allowed an additional year for the transition.

Given the expense of the replacement of the equipment, estimated at about \$600,000, and the fast pace in which technology changes, we would like to review several options to determine what would be in the best interest of the County before approving a new long-

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term contract for broadcasting its meetings.

Approval of this action will enable the County to continue receiving production services for the televising of Board hearings for an additional six (6) months while the County negotiates a new contract reflecting the technological changes that have occurred over the last several years. The Amendment to Agreement Number 68014 also contains new standard contract provisions required by the Board since the Agreement was initially signed in 1995.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goals of Service Excellence. This recommended action will enable production services for televising Board hearings to continue while considering technological improvements in order to better serve the public.

FISCAL IMPACT/FINANCING

An allocation of \$600,000 is being included in the 2002-03 proposed budget to pay for the equipment upgrades, should the County decide it wishes to pursue that option. There is sufficient funding in the Cable Fund to cover this cost. Network Television Time, Inc. has agreed to extend its contract at the same rate it currently charges. This funding is also included in the Cable Fund budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

When the Board approved the current contract with Network Television Time, Inc., it opted to have Network Television Time, Inc. purchase the equipment and lease it back to the County, with the County taking ownership after several years. Maintenance and equipment replacement costs have always been the responsibility of the County. The County needs to determine whether such an arrangement continues to best serve the County.

Another approach, for example, might be the one that Orange County has chosen: to pay its contractor a set fee and the contractor is responsible for providing all equipment.

Before the County enters into a new contract, the County needs to make determinations

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regarding ownership of the equipment, technological improvements and any additional services that may improve the overall service for the public.

The Amendment to Agreement Number 68014 (Attachment A) has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving a six-month extension will allow the County to continue televising its Board meetings while negotiations are under way on a new contract. Additionally, we will continue to receive other services provided by Network Television Time, Inc., including electronic unofficial transcripts of Board meetings and real-time Spanish interpretation of Board discussion. Network Television Time, Inc. has agreed to continue its services under the terms of the present contract.

CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer-Clerk of the Board send an adopted copy of the Board Letter and Amendment to Agreement Number 68014 to: Bruce Arditte, Network Television Time, Inc., 2040 Avenue of the Stars, Suite 400, Los Angeles, California 90067, and to forward conformed copies to the Office of the County Counsel and the Chief Administrative Office, Attn: Director of Public Affairs.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:GK
JAH:mp

Attachments

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c: County Counsel
Executive Office

**Amendment to Agreement Number 68014 for the Production
of Televised Board Meetings**

This Amendment to Agreement Number 68014 is made and entered into by and between the COUNTY OF LOS ANGELES, a body corporate and politic, hereafter ("County") and NETWORK TELEVISION TIME, INC., hereafter ("Contractor").

WHEREAS, on February 7, 1995, the County and Contractor entered into Agreement Number 68014 to provide the County with production services for the videotaping of hearings and meetings of the Board of Supervisors of the County of Los Angeles;

WHEREAS, the term of Agreement Number 68014 expires on April 17, 2002; and

WHEREAS, the County continues to require the services of Contractor beyond April 17, 2002.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, County and Contractor hereby agree to this Amendment to Agreement Number 68014 to extend the terms of said Agreement for an additional six (6) months, from April 17, 2002 to October 17, 2002, and to add a new section 46 regarding the Federal Earned Income Credit, a new section 47 regarding Debarment, a new section 48 regarding the GAIN Program, and new sections 49 and 50 regarding the Child Support Compliance Program.

6. TERM

The termination date of this Agreement is hereby extended for six months, from April 17, 2002 to October 17, 2002.

46. FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

47. DEBARMENT

47.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform

the contract. It is the County's policy to conduct business only with responsible Contractors.

47.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

47.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

47.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

47.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

47.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

47.7 These terms shall also apply to subcontractors of County Contractors.

48. GAIN PROGRAM

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues For Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to Contractor.

49. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

49.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

49.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

50. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 49 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Paragraph 27 "Termination for Default."

In all other ways, Agreement Number 68014 remains in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to Agreement Number 68014 to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and Contractor has caused said Amendment to be subscribed in its behalf by its duly authorized signatory this _____ day of _____ 2002.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisor

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer
Board of Supervisors of the
County of Los Angeles

By _____

NETWORK TELEVISION TIME

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel